

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-56

A RESOLUTION OF THE CITY OF TIGARD DECLARING AGREEMENT WITH WASHINGTON COUNTY CODE SECTION 3.08.170.B, IN ORDER THAT AN INTERGOVERNMENTAL AGREEMENT MAY BE ENTERED INTO BETWEEN THE CITY OF TIGARD AND WASHINGTON COUNTY FOR THE PURPOSE OF SHARING TRANSIENT ROOM TAX REVENUES

WHEREAS, the Washington County Transient Room Tax has existed since 1985 and is authorized by County Code section 3.08; and

WHEREAS, In May 2006 the voters of Washington County approved a two-percentage point increase in the tax, bringing the rate to 9%; and

WHEREAS, this increase is dedicated to promoting tourism within Washington County; and

WHEREAS, this change effects the distribution formula in effect prior to the rate increase and thus requires that the related Intergovernmental Agreement in effect between the City of Tigard and Washington County be updated.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:


SECTION 1: In lieu of adopting a City of Tigard transient room tax, and for the purpose of entering into an agreement with Washington County to receive distributions of receipts from the County Transient Room Tax in a manner provided by Washington County Code section 3.08, the City Council of the City of Tigard hereby agrees as follows:

- a. That the administration and enforcement of such tax shall remain with the Director of the Support Services Department for the county;
- b. That the total transient room tax imposed within the city shall not exceed nine percent of the rent as provided in section 3.08.080 of the Washington County Code.

SECTION 2: The City Manager is authorized to execute an Intergovernmental Agreement between the City and County, substantially in the form attached to this resolution, for the above stated purpose.

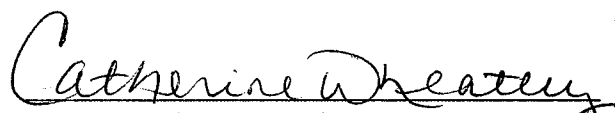
SECTION 3: This resolution is effective immediately upon passage.

PASSED: This 12th day of September 2006.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

INTERGOVERNMENTAL AGREEMENT

Transient Room Tax

This Agreement is entered into by and between Washington County, a political subdivision of the State of Oregon (County) and the City of _____, a municipal corporation (City).

WHEREAS:

1. Washington County Code Chapter 3.08, the "Transient Room Tax" is a county-wide tax on hotel-motel occupancy;
2. Chapter 3.08.170 provides that tax receipts allocable to hotels and motels in a city may be shared with the city, provided the city adopts a resolution declaring that, in lieu of adoption of its own tax, it agrees to certain terms of Chapter 3.08; and
3. City, by Resolution No. _____, has so declared and the parties desire to enter into an Agreement to implement the terms of Chapter 3.08; now, therefore, it is

AGREED:

1. City, in lieu of adopting its own transient room tax, and in consideration of an allocation of tax receipts arising from hotels and motels in City, hereby consents to the following:
 - a. The administration and enforcement of the transient room tax shall remain with Washington County, acting by and through its Director of Support Services;
 - b. The total amount of transient room tax imposed in City shall not exceed nine percent (9%) of the rent as provided in Section 3.08.080 of the County Code; and
 - c. The amount distributed to City shall be calculated as provided for in Section 3.08.170 C. of the County Code.
2. County shall calculate the amount, if any due to City in accordance with Section 3.08.170 C and shall distribute any amount due to City within 30 days of receipt of the taxes.
3. County and City, by and through their respective finance officers shall cooperate in ensuring that the tax is effectively and efficiently enforced within City. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

INTERGOVERNMENTAL AGREEMENT
Transient Room Tax

Page two

4. This Agreement may be terminated by either party upon 30 days written notice. Any amounts due City for receipts prior to the effective date of termination shall be paid within 30 days of termination.

5. Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

6. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

CITY OF _____

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY

Signature

Date

Printed Name

Title

Address: 155 N First Avenue; MS 25; 334 Public Services Building
Hillsboro OR 97124